

<b>AWARD/CONTRACT K</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DOA1</b>		PAGE OF <b>1</b>		PAGES <b>11</b>			
2. CONTRACT (Proc. Inst. Ident.) NO <b>SP0740-04-D-7890</b>				3. EFFECTIVE DATE <b>2004 APR 21</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>IQC03302007012</b>					
5. ISSUED BY CODE <b>SP0700</b>  <b>Defense Supply Center Columbus</b> <b>3990 E. Broad St.</b> <b>P.O. Box 16704</b> <b>Columbus, OH 43216-5010</b> <b>Local Administrator: PAABB01 (614)692-2190 /FAX: (614)693-1678</b> <b>E-mail: Robert.Heine@dla.mil</b>				6. ADMINISTERED BY (If other than Item 5) CODE <b>S4404A</b>  <b>S4404A DCMA SAN ANTONIO</b> <b>ATTN: DCMC-GEF</b> <b>615 E HOUSTON ST PO BOX 1040</b> <b>SAN ANTONIO TX 78294-1040</b>  Criticality: To be cited on each order PAS: None							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  <b>BESTEK INDUSTRIES INC</b> <b>1343 SW 35TH ST</b> <b>SAN ANTONIO TX 78237-4009</b>				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)							
				9. DISCOUNT FOR PROMPT PAYMENT  <b>NET 30 days</b>							
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:				ITEM <b>12</b>			
CODE <b>00YW6</b>		FACILITY CODE									
11. SHIP TO/MARK FOR CODE <b>See Schedule - Do Not Ship to Address in Block 5</b>				12. PAYMENT WILL BE MADE BY CODE <b>S33181</b> <b>S33181 DFAS COLUMBUS CENTER</b> <b>ATTN DFAS CO BVDPC/CC CONSTRUCTION</b> <b>3990 E BROAD ST PO BOX 182317</b> <b>COLUMBUS OH 43218-6203 EFT: T</b>							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 USC 2304(c) ( ) <input type="checkbox"/> 41 USC 253(c) ( )				14. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH ORDER</b>							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		<b>See Schedule</b>									
<b>SEE SECTION B</b>											
15G. TOTAL AMOUNT OF CONTRACT											
16. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	<b>1</b>	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	<b>11</b>				
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	<b>3</b>	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.							
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	<b>11</b>				
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	<b>6</b>	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	<b>10</b>		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	<b>11</b>		L	INSTRS., CONDS., AND NOTICES TO OFFERORS					
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	<b>11</b>		M	EVALUATION FACTORS FOR AWARD					
	H	SPECIAL CONTRACT REQUIREMENTS									
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP074004R6143</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.							
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER  <b>ROBERT HEINE</b>							
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)				19C. DATE SIGNED				20B. UNITED STATES OF AMERICA  BY <b>Robert J Heine</b> (Signature of Contracting Officer)		20C. DATE SIGNED  <b>4-19-04</b>	

**CONTINUATION SHEET**

Contract Number:

SP0740-04-D-7890

PAGE OF PAGES

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11

This is a Indefinite Quantity Contract. Orders may be issued on this contract for a period of 1 YEAR.

NOTE: Actual unit prices will be specified on individual delivery orders issued under this contract.

0001- 4320-00-671-3294 BESTEK INDUSTRIES (00YW6) P/N 52H22937-4

0002- 1740-00-602-4545 BESTEK INDUSTRIES (00YW6) P/N 104465-1

NAME OF OFFEROR OR CONTRACTOR

SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: (See Below) ITEM DESCRIPTION: SEE BELOW (SEE SECTION B OF BASIC SOLICITATION FOR COMPLETE ITEM DESCRIPTION) FOB: X ORIGIN FOR SHIPMENT TO: 4320-00-671-3294				
	FROM 25 THROUGH 74	XXXXXX	X EA	XXXXXX \$617.00	XX:XXX XX:XXX
	75 124	XXXXXX	EA	\$558.00	XX:XXX
	125 174	XXXXXX	EA	\$507.00	XX:XXX
	175 & up			\$489.00	XX:XXX
0002	1740-00-602-4545				
	FROM 25 THROUGH 49	XXXXXX	X EA	XXXXXX \$720.00	XX:XXX XX:XXX
	50 74	XXXXXX	EA	\$436.00	XX:XXX
	75 & up	XXXXXX	EA	\$354.00	XX:XXX
THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I40b)					

	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-04-D-7890	PAGE 4 OF 11
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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 4320-00-671-3294				

TO  
FUNDING FOR THE MINIMUM QUNTITY OF 40 EACH IS IN RESERVE IN THE AMOUNT OF \$24,680.00 AND IS CHARGEABLE  
TO ACCOUNTING AND APPROPRIATION DATA IN BLCOK 14 OF SF26.

CONTRACT WILL BECOME EFFEFFECTIVE ON THE DATE SHOWN ON SF26, PAGE 1, BLOCK 3 AND IS VALID FOR A DURATION  
OF ONE YEAR.

THIS IS AN INDEFINITE QUNTITIY CONTRACT, **DO NOT SHIP** ANY SUPPLIES UNTIL DELIVERY ORDERS ARE ISSUED.

PAYMENT OFFICE FOR ORDERS OVER \$100,000.00: DFAS COLUMBUS CENTER CODE: HQ0339  
WEST ENTITLEMENT OPERATIONS  
P.O. BOX 182381  
COLUMBUS, OH 43218-2266

PAYMENT OFFICE FOR ORDERS UNDER \$100,000.00: DFAS COLUMBUS CENTER CODE: S33181  
ATTN: DFAS-CO-SECC  
P. O. BOX 182317  
COLUMBUS, OH 43218-2317

REMIT TO:

50336-101

REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0740-04-D-7890		PAGE 5 OF 11
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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 1740-00-602-4545				

TO  
FUNDING FOR THE MINIMUM QUNTITY OF 25 EACH IS IN RESERVE IN THE AMOUNT OF \$18,000.00 AND IS CHARGEABLE  
TO ACCOUNTING AND APPROPRIATION DATA IN BLCOK 14 OF SF26.

CONTRACT WILL BECOME EFFEFCTIVE ON THE DATE SHOWN ON SF26, PAGE 1, BLOCK 3 AND IS VALID FOR A DURATION  
OF ONE YEAR.

THIS IS AN INDEFINITE QUNTITIY CONTRACT, **DO NOT SHIP** ANY SUPPLIES UNTIL DELIVERY ORDERS ARE ISSUED.

PAYMENT OFFICE FOR ORDERS OVER \$100,000.00: DFAS COLUMBUS CENTER CODE: HQ0339  
WEST ENTITLEMENT OPERATIONS  
P.O. BOX 182381  
COLUMBUS, OH 43218-2266

PAYMENT OFFICE FOR ORDERS UNDER \$100,000.00: DFAS COLUMBUS CENTER CODE: S33181  
ATTN: DFAS-CO-SECC  
P. O. BOX 182317  
COLUMBUS, OH 43218-2317

REMIT TO:

50336-101

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SPC 740-04-D-7890	PAGE 5A OF 11
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NAME OF OFFEROR OR CONTRACTOR  
BESTEK INDUSTRIES, INC.

SECTION  
B

**NOTICE TO OFFERORS: Surge and Sustainment Requirement**

The nsns listed below have been designated as surge items and are covered under Clause H15 and provisions L40 and M34. The total column lists the total six-month surge quantity requirements per nsn. Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

**CLIN 6000AA**

NSN 4320-00-671-3294 HYDRAULIC PUMP P/N: (00YW6)52H22937-4

QTY	UNIT	UNIT PRICE	DELIVERY DAYS
5	EA	\$ 1200.00	30
1	EA	\$ 1750.00	60
3	EA	\$ 1375.00	90
3	EA	\$ 1300.00	120
3	EA	\$ 1200.00	150
3	EA	\$ 1200.00	180

**CLIN 6000AA**

Investment costs if any to execute surge plan for  
NSN 4320-00-671-3294

\$ Ø

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0 740-04-R- 7890	PAGE 5B OF 11
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NAME OF OFFEROR OR CONTRACTOR

BESTEK INDUSTRIES, INC.

SECTION

B

# **NOTICE TO OFFERORS: Surge and Sustainment Requirement**

The nsns listed below have been designated as surge items and are covered under Clause H15 and provisions L40 and M34. The total column lists the total six-month surge quantity requirements per nsn. Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

## **CLIN 6000AB**

NSN 1740-00-602-4545      SUPPORT ASSEMBLY,      P/N: (00YW6) 104465-1

QTY	UNIT	UNIT PRICE	DELIVERY DAYS
46	EA	\$ 750.00	30
46	EA	\$ 695.00	60
46	EA	\$ 637.00	90
46	EA	\$ 550.00	120
46	EA	\$ 475.00	150
46	EA	\$ 375.00	180

## **CLIN 6000AB**

Investment costs if any to execute surge plan for  
NSN 1740-00-602-4545

\$ Ø

<b>CONTINUATION SHEET</b>		<b>REFERENCE NO. OF DOCUMENT BEING CONTINUED</b>		<b>PAGE</b> 6 OF 11	
NAME OF OFFEROR OR CONTRACTOR					
SECTION D					

NSN(s): 4320-00-671-3294

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 Dec 99

QUP	CODE	001
PRESERVATION METHOD	CODE	31
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E6
OPTIONAL PROCEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLA STOCK:**

PACK	CODE	U
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**FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN**

**MILITARY SALES (FMS):**

PACK	CODE	Q
PACKING:	LEVEL	B

**MARKING AND BAR CODE REQUIREMENTS:**

ALL SHIPMENTS FOR DLA STOCK, OCONUS PRIORITIES 9 – 15, AND FOREIGN MILITARY SALES (FMS) SHALL BE MARKED AND BAR CODED IN ACCORDANCE WITH MIL-STD-129P AND ISO/IEC 16388 (BAR CODE SYMBOLOGY SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MANDATORY MSL 2D SHIPPING LABEL. See [www.dscc.dla.mil/offices/packaging/index](http://www.dscc.dla.mil/offices/packaging/index) (For guidance)

**SPECIAL MARKING CODE:**

See Appendix J, Table J.X, of MIL-STD-2073-1D for all special marking codes for unit, intermediate and shipping containers.

FOR NON-FMS AND NON-STOCK ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8: MARKED AND PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 AND BAR CODED IAW ISO/IEC 16388 (SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MSL 2D SHIPPING LABEL.

PALLETIZATION SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF DC1636P001, AVAILABLE FOR REVIEW AT: [www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf](http://www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf)

SUPPLEMENTAL INSTRUCTIONS:



NAME OF OFFEROR OR CONTRACTOR

## SECTION D

**NOTICE TO CONTRACTORS:**

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC): All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations (see URL: <http://www.alsc.org>).

All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, Army Prepositioned Ship (APS 3) Upload Site in Charleston, SC (DODAAC: W81X89 and W81YUK), and the Marine Corps Blount Island Command in Jacksonville, FL 32226-3404, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

**PALLETIZATION NO. DC1636P001, REV. E, DATED 03029****1. SCOPE.**

This sheet covers the requirements for palletization of DSCC items of supply for handling, shipment, and storage.

**2. REFERENCED DOCUMENTS.**

The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

**STANDARDS (COMMERCIAL)**

ASME-MH1 American Society of Mechanical Engineers (ASME) Pallets, Slip Sheets, and Other Bases For Unit Loads

**STANDARDS (MILITARY)**

MIL-HDBK-774 Palletized Unit Load (use as a reference only)

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards [DODISS] should be obtained from DoD Single Stock Point, Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099. Also available on ASSIST at: <http://assist2.daps.dla.mil/quicksearch/>. The ASME-MH1 may be purchased at the ASME web site at: <http://store.asme.org/> [see "Pallets" link, then select MH1] or Phone: 1-800-843-2763 or 1-973-882-1167 or Fax: 1-973-882-1717.]

**3. REQUIREMENTS.**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded (see 3C) or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads (see 3A and 3B, as applicable). Shipments packaged in accordance with ASTM D3951 shall be palletized in accordance with 3A or 3B. Shipments packed Level A or Level B shall be blocked in accordance with 3B.

A. Material may be palletized on commercial pallets provided the load meets the following requirements:

- (1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3000 pounds.

- (2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination.

B. Palletization shall comply with ASME-MH1. MIL-HDBK-774 and appendices will be used as a reference only.

- (1) Loads shall be stable and should not exceed the size and overseas limitations of MIL-HDBK-774.
- (2) Glued loads shall not be used.
- (3) For Level A packing, pallets shall comply with ASME-MH1, Part No. MH1/9-02SW4048. This part number shall be used for all shipments when the total weight is less than 1500 lbs evenly distributed.
- (4) For Level B packing, pallets shall comply with ASME-MH1, Part No. MH1/9-05SW4048. This part number shall be used for all shipments when the total weight is greater than 1500 lbs, but less than 3000 lbs evenly distributed.
- (5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

C. Palletization is not required for shipping containers that are constructed on skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3 x 4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

D. The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all NMWPM entering a European country: "All wooden pallets and wood containers produced of entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations (see URL: [www.alsc.org](http://www.alsc.org)). All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US," 1.25 inches or greater in height, accompanied by the CAGE code of the pallet manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or on diagonally opposite sides and ends of the palletized pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible. Failure to comply with all the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

NMWPM FAQs visit: <http://www.dsccols.com/offices/packaging/NMWPMnotice.html>  
Prepared by: DSCC-VSP, Columbus, OH 43216-5000 [January 29, 2003]  
**ALL PREVIOUS PALLETIZATION SHEETS ARE OBSOLETE.**

<b>CONTINUATION SHEET</b>		<b>REFERENCE NO. OF DOCUMENT BEING CONTINUED</b>		<b>PAGE</b> 8 OF 11	
NAME OF OFFEROR OR CONTRACTOR					
SECTION D					

**NSN(s):** 1740-00-602-4545

**PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 Dec 99**

QUP	CODE	001
PRESERVATION METHOD	CODE	10
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	D3
OPTIONAL PROCEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLA STOCK:**

PACK	CODE	U
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**FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN**

**MILITARY    SALES (FMS):**

PACK	CODE	Q
PACKING:	LEVEL	B

**MARKING AND BAR CODE REQUIREMENTS:**

ALL SHIPMENTS FOR DLA STOCK, OCONUS PRIORITIES 9 – 15, AND FOREIGN MILITARY SALES (FMS) SHALL BE MARKED AND BAR CODED IN ACCORDANCE WITH MIL-STD-129P AND ISO/IEC 16388 (BAR CODE SYMBOLOGY SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MANDATORY MSL 2D SHIPPING LABEL. See [www.dscc.dla.mil/offices/packaging/index](http://www.dscc.dla.mil/offices/packaging/index) (For guidance)

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NAME OF OFFEROR OR CONTRACTOR

## SECTION D

## NOTICE TO CONTRACTORS:

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All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, Army Prepositioned Ship (APS 3) Upload Site in Charleston, SC (DODAAC: W81X89 and W81YUK), and the Marine Corps Blount Island Command in Jacksonville, FL 32226-3404, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

## PALLETIZATION NO. DC1636P001, REV. E, DATED 03029

## 1. SCOPE.

This sheet covers the requirements for palletization of DSCC items of supply for handling, shipment, and storage.

## 2. REFERENCED DOCUMENTS.

The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

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## 3. REQUIREMENTS.

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- (2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination.

B. Palletization shall comply with ASME-MH1. MIL-HDBK-774 and appendices will be used as a reference only.

- (1) Loads shall be stable and should not exceed the size and overseas limitations of MIL-HDBK-774.
- (2) Glued loads shall not be used.
- (3) For Level A packing, pallets shall comply with ASME-MH1, Part No. MH1/9-02SW4048. This part number shall be used for all shipments when the total weight is less than 1500 lbs evenly distributed.
- (4) For Level B packing, pallets shall comply with ASME-MH1, Part No. MH1/9-05SW4048. This part number shall be used for all shipments when the total weight is greater than 1500 lbs, but less than 3000 lbs evenly distributed.
- (5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

C. Palletization is not required for shipping containers that are constructed on skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3 x 4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

D. The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all NMWPM entering a European country: "All wooden pallets and wood containers produced of entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified by an accredited agency recognized by the American Lumber Standards Committee, Incorporated (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations (see URL: [www.alsc.org](http://www.alsc.org)). All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US," 1.25 inches or greater in height, accompanied by the CAGE code of the pallet manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or on diagonally opposite sides and ends of the palletized pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible. Failure to comply with all the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

NMWPM FAQs visit: <http://www.dsccols.com/offices/packaging/NMWPMnotice.html>  
Prepared by: DSICC-VSP, Columbus, OH 43216-5000 [January 29, 2003]  
ALL PREVIOUS PALLETIZATION SHEETS ARE OBSOLETE.

**CONTINUATION SHEET**

Contract Number:

**SP0740-04-D-7890**

PAGE OF PAGES

**10****11****A11D01 52.211-9C41 DELIVERY INSTRUCTIONS FOR  
NEW CUMBERLAND, PA AND TRACY, CA (OCT 2000) DSCC**

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility  
Phone: 1-800-307-8496  
New Cumberland, PA

Defense Distribution Depot San Joaquin  
Stock, Warehouse 10 - Phone (209) 839-4307  
CCP, Warehouse 30 - Phone (209) 839-4518  
Tracy, CA

**SECTION D****D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL)  
REQUIREMENTS - MIL-STD-129P (FEB 2004) DLAD**

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL:  
<http://www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs>.

(d) This clause does not apply to -  
(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or  
(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction

S9E - Defense Supply Center Columbus - Electronics

S9G - Defense Supply Center Richmond

S9I - Defense Supply Center Philadelphia - General and Industrial

S9T - Defense Supply Center Philadelphia - Clothing and Textiles

S9M - Defense Supply Center Philadelphia - Medical Materiel

S9P - Defense Supply Center Philadelphia - Perishable Subsistence

S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit or issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros, (i.e. 'A000000000').

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16388 is available from:

The American National Standards Institute

25 West 43rd Street

New York, NY 10036

or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

**D11D07 52.211-9C20 SHIPPER'S DECLARATION FOR DANGEROUS  
GOODS (FEB 2004) DSCC**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA1 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

**SECTION E****E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE  
(AUG 1996) FAR****SECTION F****F11D09 52.211-9C14 TIME OF DELIVERY (MAR 2001)  
NSCC**

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

**DELIVERY SCHEDULE**

Item No.	Quantity	Days
0001	81	200
0002	<del>25</del>	225

Liquidated Damages ( ) is ( ) is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

**F47D03 52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION  
INSTRUCTIONS (JAN 2003) DSCC**

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000

Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)

Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master Solicitation is located at:

**CONTINUED ON NEXT PAGE**

**CONTINUATION SHEET**

Contract Number:

**SP0740-04-D-7890**

PAGE OF PAGES

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<http://DIBBS.dscc.dla.mil/refs/provclauses/> .

dtd \*\*/\*\*/\*\* Encl #

**SECTION G**

dtd \*\*/\*\*/\*\* Encl #

**G42D01 52.242-9C04 NOTES TO CONTRACT ADMINISTRATION  
OFFICE (JUL 1987) DSCC**

dtd \*\*/\*\*/\*\* Encl #

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

(x) DLA, Defense Supply Center Columbus  
P.O. Box 16704  
ATTN: DSCC- abb  
Columbus, OH 43216-5000

( ) b. Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000 is not applicable.

( ) c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

**CLIN(s)**

( ) d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

**CLIN(s)**

( ) e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.204-1(b).

**SECTION I****I16D42 52.216-9C41A EPA - OPTION PERIOD FOR INDEFINITE  
DELIVERY CONTRACTS (APR 2000) DSCC**

The base index for computation of adjustments under clause I16D41, DSCC 52.216-9C41, of this contract for the first option year is 150.7, which is the revised final index for OCT, 2003 (month, year).

**I23A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)  
FAR**

Warning Contains (or manufactured with, if applicable)

\* \_\_\_\_\_ (Vendor Fill-in),

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**I30A01 52.230-1 COST ACCOUNTING STANDARDS (APR 1998)  
FAR****I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT  
REQUESTS (JAN 2004) DFARS****SECTION J****J15D05 LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:**

bestek revised offer dtd 03/05/04 Encl #1

bestek offer dtd 01/07/04 Encl #2

dtd \*\*/\*\*/\*\* Encl #

**J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE  
FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC**

-- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

MAR. -05' 04(FRI) 11:51

DSCC-AEROSPACE

TEL: 1614 692 2675

P. 002



**DEFENSE LOGISTICS AGENCY**  
 DEFENSE SUPPLY CENTER, COLUMBUS  
 POST OFFICE BOX 8990  
 COLUMBUS, OH 43218-5000

IN REPLY FAX TO # (614)693-1678  
REFER TO

DSCC - ABB01 Bob Heine/TEL: (614)692-2190

March 5, 2004

SUBJECT: SP0740-04-R-6143

REFERENCE: Proposal submitted 1-7-04

Dear Ms. Zambrano.

I have enclosed the Government's position for the proposal you submitted on 1-7-04 regarding SP0740-04-R-6143.

NSN	RANGE	COUNTER-OFFER	BESTEK'S REVISED OFFER
4320-00-720-3294	25-74	\$509.83	\$ 617.00
	75-124	\$454.68	558.00
	125-174	\$421.88	507.00
	175 & up	\$410.00	489.00

NSN	RANGE	COUNTER-OFFER	
4320-00-720-3802	1-24 *	\$802.66	1162.00
	25-49	\$586.98	710.00
	50-74	WILL ACCEPT THIS RANGE	
	75 & UP	WILL ACCEPT THIS RANGE	

NSN	RANGE	COUNTER-OFFER	
1740-00-602-4545	1-24 *	\$323.25	1212.00
	25-49	\$224.11	720.00
	50-74	\$184.75	436.00
	75 & UP	\$178.09	354.00

Please respond via fax (614-693-1678) with your acceptance of the government's counter-offer, or with a revised  
 PLY : proposal no later than 3-12-04. 3-08-2004: DOING OUR BEST TO WORK WITH YOU, BUT MATERIALS ARE HIGH.  
 \*WE NEED TO ELIMINATE THESE QUANTITY RANGE DUE TO SET-UP CHARGE ON SMALL QTY. OF 1 - 20 EA.  
 ON ITEM NO. 0003 (1740- 00-602-4545), ALLOY STEEL/AIRCRAFT QUALITY HAS MORE THAN DOUBLED,  
 AS WELL AS HEAT TREATING & X-RAY INSPECTION, ALSO HAVE DOUBLED DUE TO ENVIRONMENTAL FEES.

Sincerely,

Bob Heine  
 Contracting Officer  
 Phone- 614-692-2190  
 Fax- 614-693-1678  
 Robert.Heine@dla.mil

THANKS

C. G. ZAMBRANO/BESTEK INDUSTRIES, INC.  
 PHONE: (210)434-1071 FAX: (210)434-1074

BESTEK INDUSTRIES, INC.

1343 S.W. 35TH ST.-P.O. BOX 3752  
 SAN ANTONIO, TX 78237

ATTACHMENT 1



FAX COVER SHEET**BESTEK INDUSTRIES, INC.**

1343 S.W. 35th St. - P.O. Box 37521  
San Antonio, Texas 78237  
(210) 434-1071 - FAX: (210) 434-1074

FROM: GERARDO OR CANDY G. ZAMBRANO  
TEL: (210)434-1071  
FAX: (210)434-1074

DATE: APRIL 05, 2004

TO: DSCC-ABB01

TEL: (614)692-2190

FAX: (614)693-1678

ATTN: BOB HEINE/CONTRACTING OFFICER

FROM: ZAMBRANOS, G Or C. G.

REF: SP0740-04-R-6143/BESTEK'S REVISED OFFER

NUMBER OF PAGES(INCLUDING COVER SHEET) 1

NOTE: If you do not receive all the pages of this  
facsimile transmission (FAX) or if it is not  
legible, please call (210)434-1071 and ask  
for the following person:

CANDY

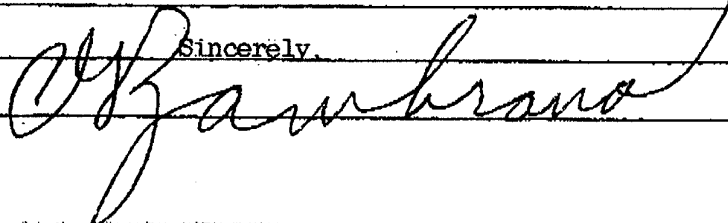
MESSAGE:

Regarding BESTEK'S revised proposal dated March 08,2004, we hereby submit further info:

It's getting bad (by the day) with all these alarming changes (increased prices) we get  
from all our Suppliers, who will not commit to a specific price increase, percentage wise;  
they just claim (at this time), it's unpredictable. And, not only have material prices gone  
up(more than doubled), but NOW, the Suppliers(ALL) are coming up with additional Item to  
Invoices as "Fuel Surcharge" or "Limited Access"(Freight Forwarders) due to delays in  
delivering (Shipments), as well as having to store the Freight in their premises for two or  
three weeks because they're required to make Appointment to deliver at Govt. Depot; Plus,  
they claim that upon arrival to deliver Freight, they practically have to spend all day long  
due to long-lines waiting period -This is all due to 9-11 surveillance

That is why we're advising you we're trying our Best to work with You on our Prices. so  
please bear with us in this "TERRIBLE SITUATION".

Sincerely,



<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING <b>DOA1</b>	PAGE OF PAGES 1 36
2. CONTRACT NO.		3. SOLICITATION NO. <b>SP0740-04-R-6143</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>2003 DEC 15</b>
7. ISSUED BY <b>Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010</b>		CODE <b>SP0700</b>		8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers—See Block 9</b>	
6. REQUISITION/PURCHASE NO. <b>IQC03302007012</b>					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 JAN 15  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➔	A. NAME <b>Robert Heine, PAABB01</b>	C. E-MAIL ADDRESS <b>Robert.Heine@dla.mil</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-2190 / FAX: (614) 693-1678</b>	

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	12
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	15
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	18
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	5				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS %	20. CALENDAR DAYS %	30. CALENDAR DAYS NET %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ➔)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR <b>BESTEK INDUSTRIES, INC. 1343 SW 35TH ST./PO BOX 37521 SAN ANTONIO, TX 78237-0521</b>	CODE <b>00YW6</b>	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>GERARDO ZAMERANO, VP/GENERAL MANAGER</b>		
15B. TELEPHONE NO. (Include area code) <b>(210) 434-1071</b>	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <i>[Signature]</i>		18. OFFER DATE <b>2004 JAN 07</b>	
15D. FAX NO. <b>(210) 434-1074</b>	15E. E-MAIL ADDRESS <b>bestek@a1mail.net</b>				

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

ATTACHMENT - 2

STANDARD FORM 33 (Rev. 5-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)



<b>CONTINUATION SHEET</b>	<b>REFERENCE NO. OF DOCUMENT BEING CONTINUED</b> SP0740-04-R-6143	<b>PAGE</b> <b>Z</b>	<b>OF</b> 36
<b>NAME OF OFFEROR OR CONTRACTOR</b> BESTEK INDUSTRIES, INC.			
<b>SECTION A</b>			

### GENERAL INFORMATION TO OFFERORS

This solicitation is for a Long Term Indefinite Quantity Type contracts and is designed to meet the military customer's requirements. Thus, the packaging, FOB requirements, EDI requirements are structured to meet the Governments objectives.

1. All CLINS require MIL-STD-2073 Packaging as referenced in Section D of this solicitation. Pricing for these CLINS must be submitted on an FOB Origin basis.
2. Contractors are encouraged to submit offers with a lower delivery than the governments desired delivery as indicated in Section B.
3. The use of Electronic Data Interchange (EDI) is a requirement of this solicitation/contract.
4. The add/delete clause H12 is included in this solicitation

### **COMPLETION OF SECTIONS L AND M OF THE SOLICITATION**

Contractors are advised to review and address these particular sections of the Solicitation. These Sections relate to the "Best Value" source selection evaluation parameters required in this solicitation. Offerors are strongly encouraged to provide the data identified in Section L, including the Mentoring Business Agreements Program, to ensure that the Government has the appropriate information to assist in the evaluation of offers.

### **STATEMENT OF WORK**

**Scope** The scope of this contract, regardless of the awardee, will be for National Stock Numbers (NSN) for which the awardee is an approved source.

<b>CONTINUATION SHEET</b>	<b>REFERENCE NO. OF DOCUMENT BEING CONTINUED</b> SP0740-04-R-6143	<b>PAGE</b> 3	<b>OF</b> 36
<b>NAME OF OFFEROR OR CONTRACTOR</b> BESTEK INDUSTRIES, INC.		<b>SECTION A</b>	

### GENERAL INFORMATION TO OFFERORS

This solicitation is for a Long Term Indefinite Quantity Type contracts and is designed to meet the military customer's requirements. Thus, the packaging, FOB requirements, EDI requirements, is structured to meet the Governments objectives.

1. All CLINS require MIL-STD-2073 Packaging as referenced in Section D of this solicitation. Pricing for these CLINS must be submitted on an FOB Origin basis.
2. Contractors are encouraged to submit offers with a lower delivery than the governments desired delivery as indicated in Clause F18.
3. The use of Electronic Data Interchange (EDI) is a requirement of this solicitation/contract.
4. The add/delete clause H12 is included in this solicitation.

### **COMPLETION OF SECTIONS L AND M OF THE SOLICITATION**

Contractors are advised to review and address these particular sections of the Solicitation. These Sections relate to the "Best Value" source selection evaluation parameters required in this solicitation. Offerors are strongly encouraged to provide the data identified in Section L, to ensure that the Government has the appropriate information to assist in the evaluation of offers.

SECTION B  
SPO740-04-R-6143

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ITEM	NSN	Nomenclature	U/I	CAGE(S)	P/N(S)	Offered Cage and P/N
1	4320-00-720-3294	HYDRAULIC PUMP	ea	00YW6	52H22937-4	(00YW6) 52H22937-4
				00994	52H22937-4	
				02708	52H22937-4	
2	4320-00-720-3802	HYDRAULIC PUMP	ea	00YW6	52H22937-2	(00YW6) 52H22937-2
				00994	52H22937-2	
				02708	52H22937-2	
3	1740-00-602-4545	SUPPORT ASSEMBLY	ea	00YW6	104465-1	(00YW6) 104465-1

Page 5 of 36[illegible]

NAME OF OFFEROR OR CONTRACTOR

SECTION B

BESTEK INDUSTRIES, INC.

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: (See Below) ITEM DESCRIPTION: SEE BELOW (SEE SECTION B OF BASIC SOLICITATION FOR COMPLETE ITEM DESCRIPTION) FOB: X ORIGIN FOR SHIPMENT TO:				
	4320-00-720-3294 324				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	25 74	XXXXXX	EA	\$ 630.00	XXXXXX
	75 124	XXXXXX	EA	570.00	XXXXXX
	125 174	XXXXXX	EA	518.00	XXXXXX
0002	4320-00-720-3802 72				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	1 24	XXXXXX	EA	1250.00	XXXXXX
	25 49	XXXXXX	EA	725.00	XXXXXX
	50 74	XXXXXX	EA	570.00	XXXXXX
	75 & up	XXXXXX	EA	511.00	XXXXXX
0003	1740-00-602-4545 63				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	1 24	XXXXXX	EA	1250.00	XXXXXX
	25 49	XXXXXX	EA	750.00	XXXXXX
	50 74	XXXXXX	EA	450.00	XXXXXX
	75 & up	XXXXXX	EA	365.00	XXXXXX
THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I40b)					

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NAME OF OFFEROR OR CONTRACTOR  
BESTEK INDUSTRIES, INC.

SECTION  
B

**NOTICE TO OFFERORS: Surge and Sustainment Requirement**

The nsns listed below have been designated as surge items and are covered under Clause H15 and provisions L40 and M34. The total column lists the total six-month surge quantity requirements per nsn. Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

**CLIN 6000AA**

NSN 4320-00-671-3294 HYDRAULIC PUMP P/N: (00YW6)52H22937-4

QTY	UNIT	UNIT PRICE	DELIVERY DAYS
5	EA	\$ 1200.00	30
1	EA	\$ 1750.00	60
3	EA	\$ 1375.00	90
3	EA	\$ 1300.00	120
3	EA	\$ 1200.00	150
3	EA	\$ 1200.00	180

**CLIN 6000AA**

Investment costs if any to execute surge plan for  
NSN 4320-00-671-3294

\$ 0

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NAME OF OFFEROR OR CONTRACTOR  
BESTEK INDUSTRIES, INC.

SECTION  
B

**NOTICE TO OFFERORS: Surge and Sustainment Requirement**

The nsns listed below have been designated as surge items and are covered under Clause H15 and provisions L40 and M34. The total column lists the total six-month surge quantity requirements per nsn. Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

**CLIN 6000AB**

NSN 1740-00-602-4545 SUPPORT ASSEMBLY, P/N: (00YW6) 104465-1

QTY	UNIT	UNIT PRICE	DELIVERY DAYS
46	EA	\$ 750.00	30
46	EA	\$ 695.00	60
46	EA	\$ 637.00	90
46	EA	\$ 550.00	120
46	EA	\$ 475.00	150
46	EA	\$ 375.00	180

**CLIN 6000AB**

Investment costs if any to execute surge plan for  
NSN 1740-00-602-4545

\$ Ø

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NAME OF OFFEROR OR CONTRACTOR

BESTEK INDUSTRIES, INC.

SECTION  
C

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Under the terms of this contract, there are two authorized methods for placing orders at DSCC.

These preferred methods of buying are EDI or Manual awards.



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NAME OF OFFEROR OR CONTRACTOR

BESTEK INDUSTRIES, INC.

SECTION D

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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NSN(s): 4320-00-671-3294/ 4320-00-720-3802

**PREP FOR DELIVERY: MIL-STD-2073 (1D DATED 15 DEC 99)**

QUP	CODE	001
PRESERVATION METHOD	CODE	31
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E6
LEVEL OF PRESERVATION	CODE	
OPTIONAL PRECEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLS STOCK:**

PACKAGING CODE: Q

**MARKING AND BAR CODE REQUIREMENTS:**

ALL SHIPMENTS FOR DLA STOCK, SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND AIM BCI (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

SUPPLEMENTAL DATA:

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NAME OF OFFEROR OR CONTRACTOR

BESTEK INDUSTRIES, INC.

SECTION D

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
--------------------	-------------------	----------	------	------------	--------

NSN(s): 1740-00-602-4545

**PREP FOR DELIVERY: MIL-STD-2073 (1D DATED 15 DEC 99)**

QUP	CODE	001
PRESERVATION METHOD	CODE	10
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	D3
LEVEL OF PRESERVATION	CODE	
OPTIONAL PRECEDURE INDICATOR	CODE	O
INTERMEDIATE CONTAINER	CODE	DO
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLS STOCK:**

PACKAGING CODE: Q

**MARKING AND BAR CODE REQUIREMENTS:**

ALL SHIPMENTS FOR DLA STOCK, SHALL BE MARKED AND BARCODED IN ACCORDANCE WITH MIL-STD-129 N AND AIM BCI (UNIFORM SYMBOLOGY SPECIFICATION CODE 39).

SPECIAL MARKING CODE: 00 (NO SPECIAL MARKING)

SUPPLEMENTAL DATA:

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/rafs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same

force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

**DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION:** Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

**A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)**

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

**SECTION B**

**B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)**

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/1cp.htm>

**SECTION D**

**D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)**

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

**D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)**

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.  
(b) The document(s) shall include the following:  
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.  
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

**D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUN 2002)**

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DCC 52.247-902) or F06 (DSCC 52.247-9C03).

**D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)**

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at [www.dscclia.mil/Offices/Packaging/Forms.html](http://www.dscclia.mil/Offices/Packaging/Forms.html).

**D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)**

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

**D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

**SECTION E**

**E01 - CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

**E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)**

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part

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number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

**Note:** Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

## (c) Inspection Points:

## SUPPLIES

(X) Same as Offeror

Applicable to CLIN(s): ALL

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

## PACKAGING

(X) Same as Offeror

Applicable to CLIN(s): ALL

( ) Same as above

( ) Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

## E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

**NOTE:** For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

## E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

## SECTION F

## F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)  
FAR 52.242-15 - Stop-Work Order (AUG 1989)  
FAR 52.242-17 - Government Delay of Work (APR 1984)  
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)  
FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)  
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)  
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)  
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)  
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

## F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

## MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows: based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid by the Government.

## FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
- (4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule

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Continuation Sheet(s) in each order.

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)

F18 - TIME OF DELIVERY (DSCC 52.211-9C04) (NOV 2000)

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.

(b) Delivery is required to be made in accordance with the schedule set forth below.

NSN(S)	QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH	WITHIN THE NUMBER OF DAYS STATED BELOW	
		GOVT REQUIRED	OFFERORS PROPOSED
4320-00-720-3294	Up to 81 each	200	
Each additional	each (or less) ADD:		
4320-00-720-3802	Up to 18 each	145	
Each additional	each (or less) ADD:		
1740-00-602-4545	Up to 17 each	225	
Each additional	each (or less) ADD:		
	Up to each		
Each additional	each (or less) ADD:		
	Up to each		
Each additional	each (or less) ADD:		

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

F32 - F.O.B. - ORIGIN (FAR 52.247-29) (JUN 1988)

(xx) (Same as Offeror)  
( ) Other (City and State):

## SECTION H

H-09. ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WINS).

For detailed information concerning electronic invoicing applications, EDI transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868 or 614-693-5627. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<https://ecweb.dfas.mil>

This above site is for DFAS-CO Web based Invoicing System

(WINS). Look under the Help Button for 'These are your Web Invoice Test Partners'

<http://www.dfas.mil>

Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (OCT 1999) (DSCC 52.215-9C13)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of percent over the maximum order limitation called for in this contract, or at a quantity not to exceed \* if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

\*to be negotiated

H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI). Offerors must check one of the following alternatives for paperless order transmission:

(X) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

Or (X) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://DIBBS.dsc.dla.mil> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled 'E-Mail Address for Receipt of DSCC Awards / Information.'

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall

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be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

**Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement 'POPS Auto Award' or 'EPPI Auto Award' in block 24 of the DD Form 1155 constitutes the contracting officer's signature.**

NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

#### H-15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) (JUL 2001)

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

(x) See provision L40. The contractor's submission to this provision constitutes the capability assessment.

( ) At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

#### H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:  
Facility:  
Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number,  
Component,  
or Element:

#### SECTION I

##### I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)  
FAR 52.203-3 - Gratuities (APR 1984)  
FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)  
FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)  
FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)  
FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)  
FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

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FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)  
 FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)  
 FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)  
 FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)  
 FAR 52.211-5 - Material Requirements (AUG 2000)  
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)  
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)  
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)  
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)  
 FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)  
 FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)  
 FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)  
 FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)  
 FAR 52.215-15 - Pension Adjustments and Asset Reversions (> \$550,000) (DEC 1998)  
 FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)  
 FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (> \$550,000) (OCT 1997)  
 FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)  
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)  
 FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)  
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)  
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)  
 FAR 52.222-3 - Convict Labor (JUN 2003)  
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)  
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)  
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)  
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)  
 FAR 52.222-26 - Equal Opportunity (APR 2002)  
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)  
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1989)  
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)  
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)  
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)  
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)  
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (OCT 2003)  
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)  
 FAR 52.227-1 - Authorization and Consent (JUL 1995)  
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
 FAR 52.229-3 - Federal, State, and Local Taxes (JUN 2003)  
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)  
 FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998)  
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)  
 FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)  
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)  
 FAR 52.232-1 - Payments (APR 1984)  
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)  
 FAR 52.232-11 - Extras (APR 1984)  
 FAR 52.232-17 - Interest (JUN 1996)  
 FAR 52.232-23 - Assignment of Claims (JAN 1986)  
 FAR 52.232-25 - Prompt Payment (OCT 2003)  
 FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)  
 FAR 52.233-3 - Protest After Award (AUG 1996)  
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)  
 FAR 52.242-13 - Bankruptcy (JUL 1995)

FAR 52.243-1 - Changes Fixed-Price (AUG 1987)  
 FAR 52.244-2 - Subcontracts (AUG 1998)  
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)  
 FAR 52.245-1 - Property Records (APR 1984)  
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)  
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)  
 FAR 52.246-23 - Limitation of Liability (FEB 1997)  
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)  
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)  
 FAR 52.248-1 - Value Engineering (FEB 2000)  
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)  
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II  
 FAR 52.249-8 - Default (APR 1984)  
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)  
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)  
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)  
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)  
 DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000)  
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)  
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)  
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)  
 DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)  
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998)  
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)  
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)  
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)  
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)  
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)  
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)  
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)  
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)  
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003)  
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)  
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)  
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)  
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)  
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)  
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)  
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)  
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)  
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)  
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991) (JUN 1997)  
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (DEC 1991)  
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)  
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)  
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)  
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)  
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

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I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

The material conforms to the revision letter/number, if any is cited.

Yes ( ) No ( ) Unknown ( )

If no, the revision offered does not affect form, fit, function, or interface.

Yes ( ) No ( ) Unknown ( )

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes ( ) No ( )

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes ( ) No ( )

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes ( ) No ( )

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes ( ) No ( )

If yes, (i) the price offered includes the cost or reconditioning/refurbishment. Yes ( ) No ( ); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes ( ) No ( )

If yes, the price includes replacement of cure-dated components. Yes ( ) No ( )

(5) The material has data plates attached.

Yes ( ) No ( ) If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes ( ) No ( ) (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

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I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)

I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ( ).

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

- Not Applicable -

(a) Definition. 'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes ( ) No ( )

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes ( ) No ( )



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## Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes ( ) No ( ) If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ( ) No ( ); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes ( ) No ( ) If yes, (i) the specification/drawing is in the possession of the Offeror. Yes ( ) No ( ); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes ( ) No ( )

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ( ) No ( ) If yes, (i) Material has been re-preserved. Yes ( ) No ( ); (ii) Material has been repackaged. Yes ( ) No ( ); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes ( ) No ( ) If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes ( ) No ( )

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

( ) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

( ) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes ( ) No ( ).)

( ) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DSCC 52.216-9C41) (MAY 2001)

(a) Definitions: As used in this clause,

(1) The term 'contract date' means:

(i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the 'contract date' for the set-aside portion will be the date of bid opening for the non set-aside portion;

(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion.

(2) The term 'contract year' means a period of 365 days beginning on the contract date.

(b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled 'Producer Prices and Price Indexes' by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is: CODE NO. 1425

COMMODITY: aircraft parts & auxiliary equipment

(c) The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base index for each option period shall be the most current

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published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For example, the adjusting index used for the first option period of the contract would become the base index for the second option period of the contract.

(d) The adjusting index for the option period(s) shall be the most current published final PPI stated in (b) above, that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies (excluding data or First Article Test CLINs) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e)(1) above are not subject to any limitation. Price increases shall not exceed percent of the original contract unit price for each contract year.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base index, the adjusting index and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit price.

## EXAMPLE:

Assume: Base Index = 150.3

Adjusting Index = 165.1

Contract Unit Price = \$8.33

Adjustment Formula: Revised price equals (adjusting index) divided by (base index) times (contract unit price), or, based upon above,  
 $(165.1 \text{ divided by } 150.3 = 1.09847) \text{ times } \$8.33 = \$9.15025$ , revised price, rounded to \$9.15 = adjusted unit price. The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(f) If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

**I28 - PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)****I29 - CONTRACT LIMITATIONS (DSCC 52.216-9C06) (MAR 1998)**

( ) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

(1) Minimum Quantity or Dollar Figure:

(2) Maximum Quantity or Dollar Figure:

The Government is obligated to order only the minimum quantity or dollar figure stated above.

( ) (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph (a) will be doubled.

(x) (c) Multiple NSNs - The CONTRACT MINIMUM will be 56 units, which is the total of the individual quantities or dollar estimates for all NSNs listed below. The

totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract

in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies

to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be 796 units

## MINIMUM QUANTITY

OR

## DOLLAR VALUE

NSN  
4320-00-720-3294  
4320-00-720-3802  
1740-00-602-4545

40 units  
8 units  
8 units

( ) Contract period as defined in this clause means the extended contract shall be inclusive of the option period.

( ) Contract period is defined in this clause means a separate contract period for the initial basic and each option year.

**I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)**

a. (x) on date of award;

( ) on a date to be specified not later than days after date of award.

**I33a - ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Defense Supply Center, Columbus. Such orders may be issued from date of contract award through 1 year

**I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 unit [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 324 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of 796 [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I35 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (AUG 2001)**

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
0001	324		
0002	108		
0003	102		

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40, I41, or I54.

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**EXTENSION OF CONTRACT TERM (DSCC 52.217-9C13)  
(JAN 2001)**

a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

c. If this option is exercised, the price for each succeeding year shall be adjusted pursuant to the applicable 'Economic Price Adjustment' clause of this contract, and such prices shall be used in the pricing of delivery orders issued during each yearly extension of the contract.

d. If the Contractor chooses to accept any of the option years, the offered price, in order to be responsive/acceptable, must be no higher than is offered on the first year.

e. This clause will be used in evaluation of offers.

A 5 year contract (base year plus option year(s)) is desired.

**OFFEROR MUST CHECK ONE OF THE FOLLOWING BLOCKS FOR OPTION YEARS:**

- ( ☒ ) The Government's desired option is acceptable.  
( ) No option is acceptable.  
( ) option years are acceptable.

NOTE: Failure to accept option years as requested may result in rejection of offer.

**I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)**

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

- NONE -

**I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)**

(b)(2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

**CERTIFICATION**

I, Gerardo Zambrano, Sr.

(name of certifier),  
am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Gerardo Zambrano, Sr.  
Typed Name of the Officer or Employee

VP/General Manager  
Title

BESTEK INDUSTRIES, INC.  
Name of Company, Firm, or Organization

JAN 06, 2004  
Date

(End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

**I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)****WARNING**

N/A

Contains (or manufactured with, if applicable)

\* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**I63 - HAZARD WARNING LABELS (DFARS 252.223-7001)  
(DEC 1991)**

MATERIAL ACT (If none, insert 'None')

- NONE -

**I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)**

(2) Check here ( ) if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

**I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)****I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)****I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)  
(APR 2003)****I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023)  
(MAY 2002)**

N/A

(e)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:

Contract Description:

Line Items:

Quantity:

Total:

**I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)**

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

**I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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I180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)  
(APR 1984)

CONTINUED ON NEXT PAGE

I189 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  
(FAR 52.219-6) (JUN 2003)

( ) ALTERNATE I (OCT 1995)

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT  
(DFARS 252.243-7002) (MAR 1998)

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  
COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

## SECTION J

## J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments  
identified by an 'X' in the space provided and made a part  
hereof.

ATCH, FM NO.	NAME	DATE
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(x) DD FM 1707	Information to (Cover Sheet)	
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Offerors or Quoters	MAR 90	
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(x) SF 33	Solicitation, Offer and Award	Rev
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4-85		
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(x) ---	Section B	---
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(x) ---	Sections C through M	---
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( ) ---	interim Amend. NO.	
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( ) ---	Quality Assurance Provision (QAP)	---
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No.		
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( ) SF 1448	Proposal Cover Sheet (Cost or	
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Pricing Data Not Required)	10-95	
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( ) DSCC	Freight Shipping Information	
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FM 1650	Mode of Shipment	AUG 73
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( ) Form	CASB-CMF	Facilities Capital Cost of Money
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Factors		----
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( ) DD	Form 1861	Contract Facilities Capital Cost
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of Money		APR 95
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( ) DD FM 1423	Contract Data Requirement List	JUN 90
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EXHIBIT No.		---
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EXHIBIT No.		---
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w/ATCH No.		---
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( ) DD FM 254	Contract Security Classification	
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Specification		DEC 99
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J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND  
ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be  
deleted from any resulting award per FAR 15.204-1. Therefore,  
the page numbers indicated on the front of the award and on  
the last page of the Continuation Sheet will not reflect the  
actual number of pages in the award document.